

FILED 
UNITED STATES DISTRICT COURT
SANTA FE, NEW MEXICO

JUN 14 2024

MITCHELL R. ELFERS
CLERK

CRISTYN JEANETTE SMITH-THOMAS / 100258321
Full Name/Prisoner Number

c/o P O Box 928
Alcalde, New Mexico [87511]
Complete Mailing Address

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

Civil Action No. CV 24-607
(To be supplied by the Court)

CRISTYN JEANETTE SMITH-THOMAS

100258321, Plaintiff(s),
Full name(s) and prisoner number(s)
(Do not use *et al.*)

v.

Judges and court officials, including all apd and swat officers, involved, including:

David A Murphy, Courtney Weaks, Raul A Lopez, Christopher Moore, Defendant(s).
(Do not use *et al.*)

PRISONER'S CIVIL RIGHTS COMPLAINT

A. PARTIES AND JURISDICTION

1. Cristyn-Jeanette :Smith-Thomas is a citizen of New Mexico who
(Plaintiff) (State)

presently resides at c/o 2808 Central Avenue SE Albuquerque, New Mexico 00000 nearby [87106].
(mailing address or place of confinement)

2. Defendant all judges and court officials involved in this case, is a citizen of New Mexico
(name of first defendant) (State)

whose address is Albuquerque, New Mexico,

and who is employed as Bernalillo County Metropolitan Court. At the time the claim(s)
(title and place of employment)

alleged in this complaint arose, was this defendant acting under color of state law?

x Yes No. If your answer is "Yes," briefly explain: an alleged incident occurred on March 23, 2024 involving APD & SWAT removing me from my home, killing my dog and assaulting me, kidnapping me, abuse of authority, detention and incarceration without an opportunity to speak and correct myself after I was coerced.

3. Defendant Randy Chavez is a citizen of New Mexico
(name of second defendant) (State)

whose address is Albuquerque, New Mexico

and who is employed as Cheif Public Defender. At the time the claim(s)
(title and place of employment)

alleged in this complaint arose, was this defendant acting under color of state law?

☒ Yes ☐ No. If your answer is "Yes," briefly explain:

Randy has refused to correct this situation after speaking with him and asking for removal of Counsel to go pro se or else substitution of Counsel, due to the fact that Raul has been incompetent.

(CHECK ONE OR BOTH:)

Jurisdiction is asserted pursuant to 42 U.S.C. § 1983 (for state defendants) or *Bivens v. Six Unknown Named Agents of Fed. Bureau of Narcotics*, 403 U.S. 388 (1971) and 28 U.S.C. § 1331 (for federal defendants).

Jurisdiction also is invoked pursuant to 28 U.S.C. § 1343(a)(3). (If you wish to assert jurisdiction under different or additional statutes, you may list them below.)

B. NATURE OF THE CASE

On March 23, 2024, APD & SWAT assaulted and kidnapped me, killed my dog and continued to violate my rights, after they were clearly notified, as well as had requests for the elected official, or a federal marshal to come on to the scene. There was never any legal reason to detain my person or property. An illegal search was performed. I have been incarcerated without any valid or verified claim.

C. CAUSE OF ACTION

I allege that the following of my constitutional rights, privileges, or immunities have been violated and that the following facts form the basis of my allegations: (If more space is needed to explain any allegation or to list additional supporting facts, continue on a blank sheet which you should label "D. CAUSE OF ACTION.")

Claim I: First Amendment retaliation, with false arrest, false imprisonment, police brutality, prisoner abuse, deliberate indifference to medical necessity

Supporting Facts: Depriving my 14th Amendment right to life, liberty and property. My Second Amendment right has been infringed upon. My Forth Amendment right was denied, all officers who invaded my home also violated their oath of office with an illegal search and siezure. The officers and judges have all received notice by hand delivery or certified mail.

Claim II: My Fifth Amendment is being violated NO PERSON SHALL BE DEPRIVED OF LIFE, LIBERTY, OR PROPERTY WITHOUT DUE PROCESS OF LAW

My Sixth Amendment is continuously being violated. My counsel refused to give me fair representaion. My Seventh Amendment will be reserved. I am being held and considered guilty before I have gone to trial. Cruel and unusual punishment. No one has the right to infringe on anyone else's rights.

Supporting Facts: I have been held with a failure to state a claim on which relief can be granted.

Claim III: Religious Immunity by the Civil Rights Act of 1964 discrimination on April 8, 2024.

Supporting Facts: My religious rights have been denied by keeping me in jail during a religious ceremony, April 8, 2024, when I asked for leniency for that event. Then mocked and told I was crazy.

D. PREVIOUS LAWSUITS AND ADMINISTRATIVE RELIEF

1. Have you begun other lawsuits in state or federal court dealing with the same facts involved in this action or otherwise relating to the conditions of your imprisonment? ☒ Yes ☐ No. If your answer is "Yes," describe each lawsuit. (If there is more than one lawsuit, describe the additional lawsuits using this same format on a blank sheet which you should label "E. PREVIOUS LAWSUITS AND ADMINISTRATIVE RELIEF.")

a. Parties to previous lawsuit:

Plaintiff(s): _____ Cristyn Jeanette Smith-Thomas _____

Defendant(s): Judges, David Murphy, Courtney Weeks & all court officials involved

b. Name and location of court and docket number Bernalillo Metropolitan & 2nd Judicial District Court

c. Disposition of lawsuit. (For example, was the case dismissed? Was it appealed? Is it still pending?)

_____ dismissed _____

d. Issues raised: ☐ violation of Constitutional Bill of Rights _____

e. Approximate date of filing lawsuit: _____

f. Approximate date of disposition: _____

2. I previously have sought informal or formal relief from the appropriate administrative officials regarding the acts complained of in Part D. ☒ Yes ☐ No.

If your answer is "Yes," briefly describe how relief was sought and the results.

3. I have exhausted available administrative remedies. ☒ Yes ☐ No. If your answer is "Yes," briefly explain the steps taken. Attach proof of exhaustion. If your answer is "No," briefly explain why administrative remedies were not exhausted.

E. PREVIOUSLY DISMISSED ACTIONS OR APPEALS

1. If you are proceeding under 28 U.S.C. § 1915, please list each civil action or appeal you have brought in a court of the United States while you were incarcerated or detained in any facility that was dismissed as frivolous, malicious, or for failure to state a claim upon which relief may be granted. Please describe each civil action or appeal. If there is more than one civil action or appeal, describe the additional civil actions or appeals using this same format on a blank sheet which you should label "F. PREVIOUSLY DISMISSED ACTIONS OR APPEALS."

a. Parties to previous lawsuit:

Plaintiff(s): Cristyn Jeanette Smith-Thomas

Defendant(s): All judges and court official involved in this case

b. Name and location of court and docket number Second Judicial District Court D-202-CR-2024-00927

c. Grounds for dismissal: () frivolous () malicious (x) failure to state a claim upon which relief may be granted.

d. Approximate date of filing lawsuit:

e. Approximate date of disposition:

2. Are you in imminent danger of serious physical injury? x Yes No. If your answer is "Yes," please describe the facts in detail below without citing legal authority or argument.

G. REQUEST FOR RELIEF

I request the following relief: Immediate release from custody. Dismiss all charges, due to the fact that I have tried to file my UCC1, Assumed Name, Conditional Acceptance, 1455, Optional 90-91, SF 24, 25, 25a, 28, a copy of my original authenticated birth certificate

Prisoner's Original Signature

Original signature of attorney (if any)

Attorney's full address and telephone

DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares under penalty of perjury that he/she is the plaintiff in the above action, that he/she has read the above complaint and that the information contained in the complaint is true and correct. 28 U.S.C. § 1746; 18 U.S.C. § 1621.

Executed at Santa Fe District Court on June 14, 2024.
(location) (date)

:Cristan-Jeanette Smith-Thomas, Beneficiary
Prisoner's Original Signature
By: Heather-Thomas, as POA

For official use only:	Customer Name	Case or SR#	Customer No
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FS Form 1455 (Revised April 2022) OMB No. 1530-0035

Request by Fiduciary for Distribution of United States Treasury Securities



IMPORTANT: Follow instructions in filling out this form. Making any false, fictitious, or fraudulent claim or statement to the United States is a crime and may be prosecuted. Print in ink or type all information.

One or more fiduciaries (individual or corporate) must use this form to request distribution of United States Treasury Securities to the person lawfully entitled due to distribution of a trust or an estate or other reasons set out in the instructions.

Part A – Reason for Distribution

I/We request distribution of the securities and/or related payments for the following reason:

- ☒ Distribution of an estate OR trust to person(s) entitled
- ☒ Other reason for distribution: ALL BONDS AND SECURITIES IN MY NAME

If a person entitled to paper savings bonds (Series EE, E, I, HH, or H) wants:

- **payment**, he or she must submit FS Form 1522
- **reissue to himself or herself**, he or she must submit FS Form 4000
- **reissue to a trust**, he or she must submit FS Form 1851

A person entitled to electronic securities held in TreasuryDirect must submit FS Form 5511 for transfer or FS Form 5512 for redemption.

For forms, go to www.treasurydirect.gov

Part B – Distribution of Securities (a separate Part B must be completed for each distributee)

I/We request that the securities and/or related payments be distributed as follows:

1. Distribute to: Cristyn-Jeanette: Smith-Thomas, Beneficiary
(Name of first distributee)
- [REDACTED] 2780 505-204-9444
(Social Security Number or Employer Identification Number) (Telephone Number)
- c/o PO Box Alcalde, New Mexico [87511]
(Address)

2. Description of securities and/or related payments:

TITLE OF SECURITY	ISSUE DATE	FACE AMOUNT	IDENTIFYING NUMBER	REGISTRATION

NOTE: Individual **savings bonds** (Series EE, E, I, HH, and H) may not be split. Each savings bond must be distributed, in its entirety, to an entitled individual or entity. **Marketable securities** may be distributed in full or in increments of \$100.

If you want to split a marketable security, describe the exact amount of the distribution: ~~0~~ N/A

Part B – Distribution of Securities (Continued)

I/We request that the securities and/or related payments be distributed as follows:

1. Distribute to: :Cristyn-Jeanette: Smith-Thomas, Beneficiary
(Name of second distributee)[REDACTED] 2780
(Social Security Number or Employer Identification Number)505.204.9444
(Telephone Number)c/o PO Box 928 Alcalde, New Mexico [87511]
(Address)**2. Description of securities and/or related payments:**

TITLE OF SECURITY	ISSUE DATE	FACE AMOUNT	IDENTIFYING NUMBER	REGISTRATION

NOTE: Individual **savings bonds** (Series EE, E, I, HH, and H) may not be split. Each savings bond must be distributed, in its entirety, to an entitled individual or entity. **Marketable securities** may be distributed in full or in increments of \$100.

If you want to split a marketable security, describe the exact amount of the distribution: _____

I/We request that the securities and/or related payments be distributed as follows:

1. Distribute to: :Cristyn-Jeanette: Smith-Thomas, Beneficiary
(Name of third distributee)[REDACTED] 2780
(Social Security Number or Employer Identification Number)505.204.9444
(Telephone Number)c/o PO Box 928 Alcalde, New Mexico [87511]
(Address)**2. Description of securities and/or related payments:**

TITLE OF SECURITY	ISSUE DATE	FACE AMOUNT	IDENTIFYING NUMBER	REGISTRATION

NOTE: Individual **savings bonds** (Series EE, E, I, HH, and H) may not be split. Each savings bond must be distributed, in its entirety, to an entitled individual or entity. **Marketable securities** may be distributed in full or in increments of \$100.If you want to split a marketable security, describe the exact amount of the distribution: 0 N/A

Part C - Signatures and Certifications

I/We certify under penalty of perjury that the information provided herein is true and correct to the best of my/our knowledge and belief, and agree to distribution of the securities as indicated in Part B. I/We bind ourselves, our heirs, legatees, successors and assigns, jointly and severally, to hold the United States harmless on account of the transaction requested, and to indemnify unconditionally and promptly repay the United States in the event of any loss which results from this request, including interest, administrative costs, and penalties. I/We consent to the release of any information regarding this transaction, including information contained in this form, to any party having an ownership or entitlement interest in the securities or payments.

Sign in ink, in your fiduciary capacity, in the presence of a certifying officer, and provide the requested information.

Sign Here: _____			
(Signature and Title of Applicant)			
_____		_____	
(Print Name)		(Social Security Number)	
Home Address _____		_____	
(Number and Street or Rural Route)		(Daytime Telephone Number)	
_____	_____	_____	_____
(City)	(State)	(ZIP Code)	(Email Address)

Sign in ink, in your fiduciary capacity, in the presence of a certifying officer, and provide the requested information.

Sign Here: _____			
(Signature and Title of Applicant)			
_____		_____	
(Print Name)		(Social Security Number)	
Home Address _____		_____	
(Number and Street or Rural Route)		(Daytime Telephone Number)	
_____	_____	_____	_____
(City)	(State)	(ZIP Code)	(Email Address)

Instructions to Certifying Officer: 1. Name(s) of the person(s) who appeared and date of appearance **MUST** be completed. 2. Original signature is required if a Medallion stamp is used. 3. Person(s) must sign in your presence.

I CERTIFY that _____, whose identity(ies)

(Names of Persons Who Appeared)

is/are known or proven to me, personally appeared before me this _____ day of _____

(Month)

(Year)

at _____ and signed this form.

(City, State)

(Signature and Title of Certifying Officer)

(Name of Financial Institution)

(Address)

(City, State, ZIP code)

(Telephone)

(OFFICIAL STAMP
OR SEAL)

Instructions to Certifying Officer: 1. Name(s) of the person(s) who appeared and date of appearance **MUST** be completed. 2. Original signature is required if a Medallion stamp is used. 3. Person(s) must sign in your presence.

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(Month) (Year)

at _____ and signed this form.
(City, State)

(Signature and Title of Certifying Officer)

(OFFICIAL STAMP
OR SEAL)

(Name of Financial Institution)

(Address)

(City, State, ZIP code)

(Telephone)

Instructions

Use of Form – One or more fiduciaries (individual or corporate) must use this form to establish entitlement and request distribution of United States Treasury Securities and/or related payments to the person lawfully entitled due to termination of a trust, distribution of an estate, attainment of majority, restoration to competency, or other reason.

If you need more space for any item, use a plain sheet of paper and attach to the form.

Part A – Reason for Distribution

Mark a box to show the reason for the distribution. If you mark "Other," describe the reason, such as attainment of majority or restoration to competency. **Submit a copy of all evidence that establishes your authority to request this transaction. For example, if you are the administrator or executor of an estate, provide a certified copy of your letters of appointment, dated within one year of submission, showing the appointment is still in full force. Submit certified copies of death certificates for all deceased registrants.**

Part B – Distribution of Securities (a separate Part B must be completed for each distributee)

Complete Items 1 and 2.

1. Enter the name of only one distributee in each Part B, Item 1. Enter the appropriate Social Security Number or Employer Identification Number.
2. Describe only the securities and/or checks which the person shown in Item 1 is to receive:
 - **TITLE OF SECURITY** – Identify each security by series, interest rate, type, CUSIP, call and maturity date, as appropriate. If describing a check, insert the word "check."
 - **ISSUE DATE** – Provide the issue date of each security or check.
 - **FACE AMOUNT** – Provide the face amount (par or denomination) of each security or check.
 - **IDENTIFYING NUMBER** (if applicable) – Provide the serial number of each security, the confirmation number, or the check number.
 - **REGISTRATION** – Provide the registration of each security, check, or account; also provide the account number, if any.

Examples:

TITLE OF SECURITY	ISSUE DATE	FACE AMOUNT	IDENTIFYING NUMBER	REGISTRATION
<i>Paper Marketable Security</i> 9 1/8 % TREASURY BOND OF 2004-2009 MATURES 5/15/09 CUSIP 912810CG1	5/15/79	\$5,000	Serial # 123	JOHN DOE AND JANE DOE SSN 222-22-2222
<i>Electronic Marketable Security</i> CUSIP 912795QW4	2/5/04	\$1,000		ACCT # 4800-123-1234 JOHN DOE SSN 222-22-2222

Electronic Series I Savings Bond SERIES I	1/1/02	\$100	Confirmation # IAAAA	ACCT # N-111-111-111 JOHN DOE
Paper Series EE Savings Bond SERIES EE	7/99	\$100	Serial # C-123,456,789-EE	SSN 222-22-2222 JOHN DOE OR JANE DOE
Check CHECK	7/26/04	\$351.02	Check # 502123456	JOHN DOE

If unsure what to provide in each of the areas, furnish all identifying information in the space for REGISTRATION.

If an entitled person wants payment of paper marketable securities, not held electronically, the fiduciary must complete the assignment on the reverse of the security. The distributee must complete IRS Form W-9.

Any interest that is or becomes due on securities belonging to the estate of a decedent will be paid to the person to whom the securities are distributed, unless otherwise requested.

Part C – Signatures and Certifications

Signatures – If the request is on behalf of a corporate fiduciary, the name of the corporation must be given, followed by the signature and title of an authorized officer. If there are two or more fiduciaries, all must join in the request unless by express statute, decree of court, or the terms of the instrument under which the fiduciaries are acting, one or more of them may properly execute the request.

Certification – Each person whose signature is required must appear before and establish identification to the satisfaction of an authorized certifying officer. The signatures to the form must be signed in the officer's presence. The certifying officer must affix the seal or stamp which is used when certifying requests for payment. Authorized certifying officers are available at financial institutions, including credit unions, in the United States. Certification by a notary isn't acceptable. Examples of acceptable seals and stamps:

- The financial institution's official seal or stamp, including: Signature Guaranteed seal or stamp; Endorsement Guaranteed seal or stamp; Corporate seal or stamp (a corporate resolution isn't required); or Issuing or paying agent seal or stamp (including name, location, and four-digit identification number or nine-digit routing number)
- The seal or stamp of Treasury-recognized Signature Guarantee Programs or other Treasury-approved Medallion Programs

Additional Evidence – The Commissioner of the Fiscal Service, as designee of the Secretary of the Treasury, reserves the right in any particular case to require the submission of additional evidence.

Where to Send – Unless otherwise instructed in accompanying correspondence, send this form (without instruction pages) and any additional information to Treasury Retail Securities Services, PO Box 9150, Minneapolis, MN 55480-9150. Legal evidence or documentation you submit cannot be returned.

NOTICE UNDER THE PRIVACY AND PAPERWORK REDUCTION ACTS

The collection of the information you are requested to provide on this form is authorized by 31 U.S.C. CH. 31 relating to the public debt of the United States. The furnishing of a Social Security Number, if requested, is also required by Section 6109 of the Internal Revenue Code (26 U.S.C. 6109).

The purpose of requesting the information is to enable the Bureau of the Fiscal Service and its agents to issue securities, process transactions, make payments, identify owners and their accounts, and provide reports to the Internal Revenue Service. Furnishing the information is voluntary; however, without the information, the Fiscal Service may be unable to process transactions.

Information concerning securities holdings and transactions is considered confidential under Treasury regulations (31 CFR, Part 323) and the Privacy Act. This information may be disclosed to a law enforcement agency for investigation purposes; courts and counsel for litigation purposes; others entitled to distribution or payment; agents and contractors to administer the public debt; agencies or entities for debt collection or to obtain current addresses for payment; agencies through approved computer matches; Congressional offices in response to an inquiry by the individual to whom the record pertains; as otherwise authorized by law or regulation.

We estimate it will take you about 30 minutes to complete this form. However, you are not required to provide information requested unless a valid OMB control number is displayed on the form. Any comments or suggestions regarding this form should be sent to the Bureau of the Fiscal Service, Forms Management Officer, Parkersburg, WV 26106-1328. **DO NOT SEND completed form to this address; send to the address shown in "Where to Send" above.**

Electronic Series I Savings Bond SERIES I	1/1/02	\$100	Confirmation # IAAAA	ACCT # N-111-111-111 JOHN DOE
Paper Series EE Savings Bond SERIES EE	7/99	\$100	Serial # C-123,456,789-EE	SSN 222-22-2222 JOHN DOE OR JANE DOE
Check CHECK	7/26/04	\$351.02	Check # 502123456	JOHN DOE

If unsure what to provide in each of the areas, furnish all identifying information in the space for REGISTRATION.

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Complaint/Information Form

Thank you for contacting the New Mexico Department of Justice. If you have a complaint, we recommend you attempt to remedy or resolve the conflict with the business or entity directly. If you are unable to come to a resolution, you may fill out this form and submit it to our office. **Please note that the Department of Justice and the Attorney General are prohibited from representing individuals, so we cannot act as your attorney or give you legal advice.**

YOUR NAME: ____:Cristyn-Jeanette :Smith-Thomas

ADDRESS: c/o P o Box 928

CITY: Alcalde STATE: New Mexico ZIP CODE: 00000 nearby [87511]

COUNTRY: United States of America

PHONE NUMBER: 505.204.9444

EMAIL ADDRESS: heathermaethomas1974 @ gmail.com

BUSINESS OR ENTITY YOUR COMPLAINT/INFORMATION IS ABOUT:

CRISTYN JEANETTE SMITH-THOMAS

ADDRESS: c/o P o Box 928

CITY: Alcalde STATE: New Mexico ZIP CODE: 00000 ^{nearby} [87511]

PHONE NUMBER: 505.204.9444

Please provide an explanation of your complaint and the remedy you seek. Or, if you wish to simply provide information, please provide it here (attach additional sheets if necessary):

I am just beginning to learn the US Constitution and Bill of Rights and wasn't aware that being a 14th. amendment citizen I was trading my Rights for privelages. I have done the notices

to make all court officials and state employees aware that I have rescinded any contracts, power of attorneys or agreements. I am not a US citizen. I only understand Common Law. I am the living and I have continued to voice that I reserve ALL RIGHTS, which are continually violated. 18 USC 241 & 242 no one has the right to deprive my rights. I have continually voiced UCC1-308, we are all to be treated fair and equal. There has been no crime and I am being falsely accused and imprisoned without my consent. I demand a Common Law Court. If there has been a crime it must be heard in an Article 3 Court. Why am I being detained? There has been no injury. And the so-called witness concealed his identity. I request and demand to be released immediately. Thank you for your time in resolving this matter. Enjoy your day!

case # D-202-CR-2024-00927 & all other cases.

SIGNATURE: Cristyn-Jeanette Smith-Thomas, Beneficiary DATE: 5.29.2024

Use note: If assistance is required to complete this form, such as a reader, amplifier, sign language interpreter, or any other form of auxiliary aid or service, office staff may assist.

CERTIFICATE OF AUTHENTICATION

00201080

***Issued by Secretary of State of New
Mexico***

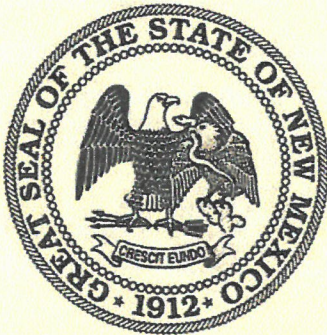
Maggie Toulouse Oliver

It is hereby certified that

The Document Notarized by a New Mexico Notarial Officer

Signed by Eric Cortez in the capacity of NOTARY PUBLIC, State of New Mexico

Bearing the official seal of the said office, is authenticated.



Certified at Santa Fe, New Mexico on August
31, 2023 by the Secretary of State, State of
New Mexico

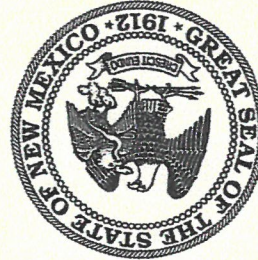
Maggie Toulouse Oliver

SECRETARY OF STATE

HEREBY CERTIFY
I, MAGGIE TOULOUSE OLIVER, SECRETARY OF STATE FOR NEW MEXICO, DO

CERTIFICATE

STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE



CERTIFICADO DE NACIMIENTO

STATE OF NEW MEXICO
New Mexico Vital Records and Health Statistics
Epidemiology and Response Division

File No. / Numero de Archivo 1999010000	Order No. / Numero de Solicitud 20230101004	County of Birth / Condado de Nacimiento Eddy
Date of Birth / Fecha de Nacimiento September 10, 1989 06:25 PM	Date of Registration / Fecha de Inscripción October 10, 1989	Sex/Gender / Sexo/Género Female
Name of Person Registered / Nombre del Escrito <p align="center"><<<Cristyn Jeanette Smith-Thomas>>></p>		
Name of Father or Parent One / Nombre del Padre <p align="center"><<<>>></p>		
Birth Name of Mother or Parent Two / Nombre de Soltera de la Madre <p align="center"><<<Heather Mae Thomas>>> New Mexico, United States</p>		

No. 3855567

I certify that this birth is registered with
New Mexico Vital Records and Health Statistics



Renee Valencia

SIGNATURE OF STATE REGISTRAR
FIRMA DEL REGISTRADOR DEL ESTADO
January 03, 2023

NMVRES 901
REV. (08/13)

DO NOT DUPLICATE BY ANY MEANS

WARNING: It is illegal to alter, copy or counterfeit this certificate. • ADVERTENCIA: Es ilegal alterar, copiar o falsificar este certificado.

AFFIDAVIT OF TRUTH

RE: Matter # D-202-CR-2024-00927, 24-CV-410-GJF, D-202-PD-2024-00371, or any other case

IN THE STATE OF NEW MEXICO AND IN THE MUNICIPAL COURT FOR THE BERNALILLO COUNTY METROPOLITAN COURT, BEFORE ME, the undersigned Notary, _____, on this 24th day of May, 2024, personally appeared Cristyn-Jeanette :Smith-Thomas, known to me to be a credible person and of lawful age, who being by me first duly sworn on his oath, deposes and says:

1. Be it known to all who call themselves “government”, their courts, agents, and other parties, that I, Cristyn-Jeanette :Smith-Thomas, am a natural, freeborn, sovereign individual, without subjects. I am neither subject to any entity anywhere, nor is any entity subject to me. I neither dominate anyone nor am I dominated.

2. I DO NOT recognize and cannot be held in contempt of any law that cannot show a named individual victim(s), nor can I be held liable in contempt of any law that cannot show any property that has been stolen or damaged from any said individual or individuals. As the state itself is not a person, nor a corporation itself can be represented as a single person, the state cannot represent itself as a property holder nor as an individual person whom is filing a complaint of stolen property or of physical damage done to itself by a third party. Where no individual victim and no property stolen or damaged can be found, there can be no defendant nor prosecutor logically taken into consideration. See “Corpus Delecti- People v. Lopez”

3. I am not a person as defined in statutes when such definition includes artificial entities. I refuse to be treated as a federally or state-created entity which is only capable of exercising certain rights, privileges, or immunities as specifically granted by federal or state “governments”.

4A. Since the Constitution is the supposed Supreme Law of the Land, in which all law derives, please show me evidence that I signed and contractually agreed to be bound to any state or federal constitutions. The Declaration of Independence states that the government derives their power from the consent of the governed, yet I do not consent. I only operate or follow orders under duress and threats.

B. Under duress, I may choose to comply with the “laws” which others attempt to impose upon me, but no such “laws”, nor their enforcers, have any authority over me. I am not in any jurisdiction for I am not of subject status.

5. Unless I have willfully harmed or violated someone or someone's property without their consent, I have not committed any crime and am, therefore, not subject to any penalty.

6. Thus, be it known to all, I reserve my natural right not to be compelled to perform under any contract that I did not enter into knowingly, voluntarily, and intentionally. Furthermore, I do not accept the liability associated with the compelled and pretended benefit of any hidden or unrevealed contract or commercial agreement.

7. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the supposed benefits associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such benefits, but I have not accepted them in a manner that binds me to anything.

8. Any such participation does not constitute acceptance because of the absence of full disclosure of any valid offer, and voluntary consent without misrepresentation or coercion. Without a valid voluntary offer and acceptance, knowingly entered into by both parties, there is no "meeting of the minds" and, therefore, no valid contract. Any supposed contract is therefore void from the beginning.

9. From my age of consent to the date affixed below I have never signed a contract knowingly, willingly, intelligently, voluntarily, and intentionally whereby I have waived any of my natural inherent rights, and, as such, take notice that I revoke, cancel, and make void from the beginning my signature on any and all contracts, agreements, forms, or any instrument which may be construed in any way to give any agency or department of any government any authority, venue, or jurisdiction over me.

1-A : Typical examples of such compelled and pretended benefits are:

1. Birth Certificate: The fact that a "birth certificate" was issued to me by a local hospital or government agency when I was born, is irrelevant to my sovereignty. No status, high or low, can be assigned to another person through a piece of paper, without the recipient's full knowledge and consent. Therefore, such a piece of paper provides date and place information only. It indicates nothing about jurisdiction, nothing about property ownership, nothing about civil rights, and nothing about subject status. The only documents that can have any significance, as it concerns my status in society, are those which I have signed as an adult, with full knowledge and consent, free from misrepresentation, duress or coercion of any kind. The issuance of a Birth Certificate directly violates the 13th Amendment of the U.S. Constitution. The numbers displayed on the back of the Social Security card represents that the said person is property of a Reserve Bank. When people's very lives are made into contracted bonds or collateral, it is

internationally recognized as slavery. Furthermore, the numbers found on the Birth Certificate also cite a connection with the Federal Reserve Bank and can be issued as a collateral bank note/Bond (guaranteed by a person's ability to pay taxes and/or create credit), which constitutes as another entity having ownership over another human life i.e. "slavery". According to Black's Law Dictionary, slavery is defined as:

A person who is wholly subject to the will of another; one who has no freedom of action, but whose person and services are wholly under the control of another. Webster. One who is under the power of a master, and who belongs to him; so that the master may sell and dispose of his person, of his industry, and of his labor, without his being able to do anything, have anything, or acquire anything, but what must belong to his master. Civ. Code La. art. 35.

Furthermore, I cannot find any justification in having a Birth Certificate that is issued and owned by a bank or corporate entity, nor can I find legal justification that does not violate the 13th Amendment, to allow for the taxation of labor or to restrict a business from allowing a man born in the land mass known as "The United States" from working in his business without a government issued Social Security Card or government issued Birth Certificate. The Social Security Administration also has no lawful ability to contract with a minor.

2. The use of national currency to discharge my debts: I have used these only because there is no other widely recognized currency. For the courts to ask me to pay them in Federal Reserve notes is in direct violation of Article I section X Clause I, which states that only gold and silver can be legal tender. For the courts to ask me to pay with anything other than such is treasonous.

3. The use of a bank account: If there is any hidden contract behind an account, my signature, therewith, gives no validity to it. The signature is only for verification of identity. I cannot be obligated to fulfill any hidden or unrevealed contract whatsoever, due to the absence of full disclosure and voluntary consent. Likewise, my use of the bank account is due to the absence of an alternative. To not use any bank at all is very difficult and impractical.

4. The use of a driver's license: There is no real need for me to have such a license for traveling in a car. However, if I am stopped for any reason and found to be without a "license," it is likely I would be unduly harassed and penalized. Therefore, under duress, I carry a "license" only to avoid extreme inconvenience. 'Driving' is defined as engaging in commerce on the highway. i.e. buying and selling (a taxi service or a delivery driver); so, if one does not engage in commerce there is no need for any license, or indeed any license available to travel as it would be equivalent to requiring permission to engage in the lawful activity of traveling. Traveling is not defined.

"The right of the citizen to travel upon the public highways and to transport his property thereon, either by carriage or by automobile, is not a mere privilege which a city may prohibit or permit at will, but a common law right which he has under the right to life, liberty, and the pursuit of happiness." *Thompson v. Smith*, 154 SE 579.

5. State-issued license plates on my car: Similarly, if I have registered my car with the state and carry the license plates on it, I have done so under duress only because to have any other plates (or no identifying plates at all) causes me to run the risk of police harassment, imprisonment and extreme inconvenience. As gasoline taxes pay for the highways, I have a free right to travel and cannot be charged a fee for something that I have already paid into.

6. The use of a passport: There is no real need for me to have a passport (or other associated permits, visas, etc.) to travel. I have the right to travel without hindrance, wherever, however, and whenever I wish, so long as I do not encroach upon the private property of others. Though without a passport, my right to travel is unduly hindered. Therefore, under duress, I only use a passport to prevent extreme inconvenience and to ensure that I can travel from one country to another at all.

7. Past filing of tax returns: Because such tax returns were filed under threat, duress, and coercion, and no two-way contract was ever signed with full disclosure, there is nothing in any past filing of tax returns or payments that created any valid contract. Therefore, no obligation on my part was ever created. "There is a clear distinction in this particular case between an individual and a corporation, and that the latter has no right to refuse to submit its books and papers for an examination at the suit of the state. The individual may stand upon his constitutional rights as a natural person. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." *Hale v. Henkel*, 201 U.S. 43 at 47 (1905).

8. Past enrollment and voting: Similarly, since no obligation to perform in any manner was ever revealed in print, as part of the requirements for the supposed privilege to enroll and vote. Any such enrollment or voting does not oblige me to do anything, nor grant any jurisdiction over me to anyone.

9. Citizenship: Any document I may have ever signed, in which I answered "yes" to the question, "Are you a United States citizen?" – cannot be used to compromise my status as a sovereign, nor obligate me to perform in any manner. This is because without full written disclosure of the definition and consequences of such supposed "citizenship," provided in a document bearing my signature given freely without misrepresentation or coercion, there can be no binding contract.

I am not a United States citizen. I am not a resident of, an inhabitant of, a franchise of, a subject of, a ward of, the property of, the chattel of, or subject to the jurisdiction of any monarch or any corporate commonwealth, federal, state, territory, county, council, city, municipal body politic, or other government allegedly created under the authority of a constitution or other enactment. I am not subject to any legislation, department, or agency created by such authorities nor to the jurisdiction of any employees, officers, or agents deriving their authority therefrom. None of the statutes or regulations of such “authorities” apply to me nor have any jurisdiction over me. Further, I am not a subject of any courts or bound by precedents of any courts, deriving their jurisdiction from said “authorities.” Take notice that I hereby cancel and make void from the beginning any such instrument or any presumed “election” made by any government or any agency or department thereof, that I am or ever have voluntarily elected to be treated as a subject of any monarch or a United States citizen, or a resident of any commonwealth, state, territory, possession, instrumentality, enclave, division, district, or province, subject to their jurisdiction(s).

10. Use of semantics: There are some immature people with mental imbalances, such as the craving to dominate other people, who masquerade as government, and call the noises and scribbles that emanate from their mouths and pens “the law” which must be obeyed. Just because they alter definitions of words in their “law” books to their supposed advantage doesn’t mean I accept those definitions. The fact that they define the words person, address, mail, resident, motor vehicle, driving, passenger, employee, income, and many others, in ways different from the common usage, so as to be associated with a subject or slave status, means nothing in real life.

Because the courts have become entangled in the game of semantics, be it known to all courts and all parties that if I have ever signed any document or spoken any words on record, using words defined by twists in any “law” books different from the common usage, there can be no effect whatsoever on my sovereign status in society thereby, nor can there be created any obligation to perform in any manner, by the mere use of such words. Where the definition in the common dictionary differs from the definition in the “law” dictionary, it is the definition in the common dictionary that prevails because it is more trustworthy.

11. Such compelled and supposed benefits include, but are not limited to, the aforementioned typical examples. My use of such alleged benefits is under duress only and is with full reservation of all my natural inherent rights. I have waived none of my intrinsic rights and freedoms by my use thereof. Furthermore, my use of such compelled benefits may be temporary until alternatives become available, practical, and widely recognized.

12. My affidavit, unrefuted, stands as truth. “Court of appeals may not assume the truth of allegations in a pleading which are contradicted by affidavit where affidavits are directly conflicting on material points. It is not possible for the district judge to weigh the affidavits in order to resolve disputed issues; except in those rare cases where the facts alleged in an affidavit

are inherently incredible, and can be so characterized solely by a reading of the affidavit, the district judge has no basis for a determination of credibility.” – *Data Disc, INC v. System Tech Assocs., Inc* 557 F.2d 1280 (9th Cir. 1977)

“Moreover, Poole’s claim is sufficiently pleaded to satisfy the pleading requirements in Rule 32.3 and Rule 32.6(b), and his factual allegation were unrefuted by the state; therefore, they must be accepted as true.” See *Bates v. State*, 620 So.2d 745, 746 (Ala.Crim.App 1992) (* When the State does not respond to a petitioners allegations, the refuted statement of facts must be taken as true.), Quoting *Smith v. State*, 581 So.2d 1283, 1284 (Ala. Crim. App 1991).

“In addition, his claim is not precluded by any of the provisions of rule 32.2.5 because his claim is not barred, is sufficiently pleaded, and is unrefuted by the state, Poole is entitled to an opportunity to prove his claim.”

12B: REVOCATION OF POWER OF ATTORNEY

1. I hereby revoke, rescind, cancel, and make void from the beginning, all powers of attorney, in fact or otherwise, implied in “law” or otherwise, signed either by me or anyone else, as it pertains to any tax file/identification number and/or social security number assigned to me, as it pertains to my birth certificate, and as it pertains to any and all other numbers, licenses, certificates, and other instruments issued by any and all government and quasi-governmental departments or agencies, due to the use of various elements of fraud by said agencies to attempt to deprive me of my sovereignty and/or property.

2. I hereby waive, cancel, repudiate, and refuse to knowingly accept any alleged benefit or gratuity associated with any of the aforementioned numbers, licenses, certificates, and other instruments. My use of any such numbers, licenses, certificates, or other instruments has been for information purposes only, and does not grant any jurisdiction to anyone.

3. I do hereby revoke and rescind all powers of attorney, in fact or otherwise, signed by me or otherwise, implied in “law” or otherwise, with or without my consent or knowledge, as it pertains to any and all property, real or personal, corporeal or incorporeal, obtained in the past, present, or future. I am the sole and absolute owner and possess allodial title to any and all such property.

4. Take notice that I also revoke, cancel, and make void from the beginning all powers of attorney, in fact, in presumption, or otherwise, signed either by me or anyone else, claiming to act on my behalf, with or without my consent, as such power of attorney pertains to me or any property owned by me, by, but not limited to, any and all quasi/colorable, public, governmental departments, agencies or corporations on the grounds of constructive fraud, concealment, and nondisclosure of pertinent facts.

5. I affirm that all of the foregoing is true and correct. I affirm that I am competent to make this Affidavit. I hereby affix my own signature to all of the affirmations in this entire document with

explicit reservation of all my inalienable rights and my specific right not to be bound by any "contract" or "obligation" which I have not entered into knowingly, voluntarily, intentionally, and without misrepresentation, duress, or coercion. The use of notary below is for identification only, and such use does not grant any "jurisdiction" to anyone.

FURTHER AFFIANT SAITH NOT.

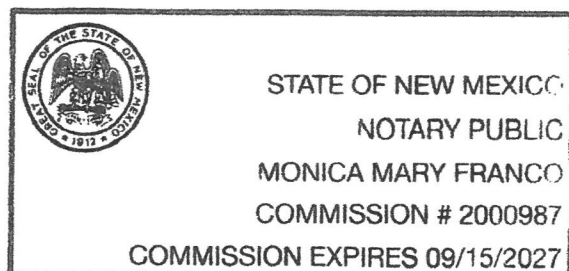
Subscribed and sworn, without prejudice, and with all rights reserved,

(Printed Name:) Cristyn Jeanette Smith-Thomas
Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.

Autograph of Affiant: By: Cristyn-Jeanette: Smith-Thomas, Beneficiary
:Cristyn-Jeanette :Smith-Thomas, authorized representative

Date: May 24, 2024

On this 24th day of May, 2024, before me, the undersigned, a Notary Public in and for Cristyn Jeanette Smith-Thomas, personally appeared the above-signed, known to me to be the one whose name is signed on this instrument, and has acknowledged to me that she has executed the same.



'The State of New Mexico'
at
STATE OF NEW MEXICO

State of New Mexico, Corporation
Plaintiff,
V.

No. D-202-CR-2024-00927
& any other cases

Cristyn Jeanette Smith
Defendant, Debtor

Heather-Mae :Thomas
Intervenor

**AFFIDAVIT
DISCOVERY AND OBJECTION FOR LACK OF RATIFICATION OF
COMMENCEMENT AND DECREE TO DISMISS CASE**

COMES NOW, in and for the record, Cristyn-Jeanette: Smith-Thomas, in a special limited appearance without consenting to jurisdiction only for the record that;

1. **Pursuant to Rule 17, I object**, there has been no ratification of commencement in this matter.
2. Rule 17(a) Real Parties in Interest, which clearly states that every action shall be prosecuted in the name of the real party in interest. An executor, administrator, guardian, bailee, trustee of an express trust, a party with whom or in whose name a contract has been made for the benefit of another, or a party authorized by statute may sue in that person's own name without joining the party for whose benefit the action is brought; and when a statute of the United States so provides, an action for the use or benefit of another shall be brought in the name of the United States. No action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time has been allowed after objection for ratification of commencement of the action by, or joinder or substitution of, the real party in interest; and such ratification, joinder, or

substitution shall have the same effect as if the action had been commenced in the name of the real party in interest.”

3. Let’s take a look at what Rule 17(a) is saying: “No action shall be dismissed . . . after objection . . . for ratification of commencement of the action by the real party in interest”.
4. QUESTION: What is ratification of commencement?
5. ANSWER: It is the CLAIM.
6. No one has a claim unless injured or trespassed.
7. I believe that “ratification” is the piece that comes before the question of claim.
8. If someone alleges they have a claim, they have to produce the ratification of commencement.
9. Now, in an alleged criminal matter, one could argue that this is a Civil Rule, however, according to the civil rules of procedure, more specifically, Rule 1, there is only one form of action, a civil action. “These rules govern the procedure in all civil actions and proceedings in the United States district courts”. This is important because:
 1. all crimes are commercial, (27 cfr 72.11); and
 2. every alleged crime has to have “nature and cause”; and
 3. must be prosecuted in the name of the people of the state as a REAL PARTY in interest.
10. My objection is for lack of ratification of commencement, which is basically the lack of a “proof of claim” made under oath and pain and penalty of perjury, and without it, the case cannot move forward.
11. These most important things cannot be separated or ignored.
12. They go right to the heart of every matter in court.
13. If I injure a living, breathing man / woman, or their property, they can provide such ratification.
14. If someone produces or alleges that they do indeed have “ratification of commencement” then the person purporting to have the same is being asked, by me, immediately:
 1. May I have your name please?

2. Do you have a claim against me?
3. Do you, under penalty of perjury and with full commercial liability, have a certified proof of claim against me?
15. If someone produces or alleges that they do have “ratification of commencement”, I believe you will find that the person does NOT HAVE A CLAIM against me, and therefore, the alleged ratification of commencement is not such a thing.
16. If Plaintiff lacks “ratification of commencement”, this case may not continue.
17. If Plaintiff lacks “ratification of commencement”, this case must be dismissed.
18. Pursuant to Rule 17, I object, there has been no ratification of commencement in this matter.

Date: *28th day of May in the Year of our Lord Two Thousand Twenty-Four*

Without prejudice - All rights reserved | Signed reserving all my rights at 1-207 & 1-308

Affiant, by: *: Cristyn-Jeanette: Smith-Thomas, Beneficiary*

De Jure Soli, Cristyn-Jeanette: Smith-Thomas— Not a fiction

PROOF OF SERVICE:

I, **Cristyn-Jeanette: Smith-Thomas**, one of the people of New Mexico, the sovereign spoken of in Yick Wo v. Hopkins, 118 US 356, 370, making a special limited appearance in this court on special request of **Cristyn Jeanette Smith-Thomas** who is kidnapped by armed criminals, only to in a special limited appearance and with the lawful and legal authority of power of attorney for **Cristyn Jeanette Smith-Thomas**, serve by Fax these pleadings which **Cristyn Jeanette Smith-Thomas** intended to file at the State of New Mexico, Inc. Court before **Cristyn Jeanette Smith-Thomas** got kidnapped by armed criminals. I certify under penalty of perjury that I have duly filed this document and related documents in the court clerk served all parties a true and correct copy of this document(s) on this 28th *day of May in the Year of our Lord Two Thousand Twenty-Four* by sending via fax to the State of New Mexico, Inc. prosecuting attorney court clerk and by instructing the clerk to deliver a true copy to of this “time and date stamped” legal document to all Judges, officers, and attorneys mentioned herein.

Date: 28th day of May, 2024 | Without prejudice - All rights reserved.

Signed reserving all my rights at 1-207 & 1-308

by: Cristyn-Jeanette: Smith-Thomas, Beneficiary

Judge:

Attorney: Lopez Raul A.

Attorney: Moore Christopher E.

February 29, 2024.

CONDITIONAL ACCEPTANCE

From: Cristyn-Jeanette: Family of Smith-Thomas, beneficiary, Trustor and Secured Party to the Social Security Cestui Que Trust ©CRISTYN JEANETTE SMITH-THOMAS™.

Without prejudice.

c/o 2808 Central Avenue SE
Albuquerque, New Mexico 00000 near [87106]

To: The Trustee and their principals (notice to agent is notice to principal, notice to principal is notice to agent.)

1. Heather: Family of Thomas
d/b/a HEATHER MAE THOMAS of America
2. c/o P O Box 928
Alcalde, New Mexico [87511]
Registered Mail No.: _____
Return Receipt No.: _____

With Completion of Service and designation of Witnesses To:

1. Cynthia-J: Family of Bune, d/b/a CYNTHIA JEAN BUNE
c/o P O Box 928
Alcalde, New Mexico [87511]

Certified Mail No.: _____
Return Receipt No.: _____
2. Lolita: Family of Heydorn, d/b/a LOLIA ELIZABETH HEYDORN
c/o P O Box 928 Alcalde, New Mexico [87511]

Certified Mail No.: _____
Return Receipt No.: _____

3. James-Carl: Heydorn, d/b/a JAMES CARL HEYDORN
*c/o 660 Vancouver Road SE
Rio Rancho, New Mexico [87124]*

Certified Mail No.: _____
Return Receipt No.: _____

4. James-Carl-Michael: Heydorn, d/b/a JAMES CARL MICHAEL HEYDORN
c/o P O Box 928
Alcalde, New Mexico [87511]
Certified Mail No.: _____
Return Receipt No.: _____

ALL COPIES MAILED WILL BE ORIGINAL WET INK AUTOGRAPHS BY MY HAND.

Conditional Acceptance – Cristyn-Jeanette: Family of Smith-Thomas, beneficiary

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Doc# 2024023087

04/05/2024 04:17 PM Page: 1 of 38
ACPT R:\$25.00 Linda Stover, Bernalillo County



NOTARIZED INDIVIDUALLY. THERE IS NO JUSTICIABLE CONTROVERSY HERE.

REGARDING:

1. Case Number: *D-202-CR-202400927, D-202-PD-202400371, C202PD2024371*
2. Property located at: c/o 2808 Central Avenue SE *Albuquerque, New Mexico*
00000 near [87106]

Be It Known: The “Conditional Acceptance: to Your Offer establishes a Common Law-contract between us under Postal Rule, which states:

*“The postal rule, also known as the **Mailbox Rule** or “deposited acceptance rule,” is a term of common law-contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The Mailbox Rule is an exception to the general principle. The Mailbox Rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. Once rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeree. The main effect of the Mailbox Rule is that the risk of acceptance being delivered late or lost in the post I place upon the offeror. If the offeror is reluctant to accept this risk, he can always require actual receipt before being legally bound.”*

Section A – Definitions:

Consideration – Black's Law 4th Edition:

Consideration is not to be confounded with motive. Consideration means something which is of value in the eye of the law, moving from the plaintiff, either of benefit to the plaintiff or of detriment to the defendant. Patteson, J., in Langd. Sel. Cas. Contr. 168; s.c. 2 Q.B. 851; Miller v. Bank of Holly Springs, 131 Miss. 55, 95 So. 129, 1030, 31 A.L.R. 698. Nothing is consideration that is not regarded as such by both parties. Schlecht v. Schlecht, 168 Minn. 168, 209 N.W. 883, 887.

And “price” and “consideration,” though sometimes the same, are not always identical. Oregon Home Builders v. Crowley, 87 Or. 517, 170 P. 718, 721.

The “inducement” for a contract is that which influences the act, while “consideration” means the parting with something by the one from who it moves. E.F. Spears & Sons v. Winkle, 186 Ky. 585, 217 S.W. 691, 692.

Any benefit conferred, or agreed to be conferred, upon the promisor, by any other person, to which the promisor is not lawfully entitled, or any prejudice suffered, or agreed to be suffered, by such person, other than such as he is at the time of consent lawfully bound to suffer, as an inducement to the promisor. Hence doing only of what one is already under obligation to do is no “consideration” for a contract. Hogan v. Supreme Camp of the American Woodman, 146 Fla. 143, 1 So. 2D 256, 258.

Any act of the plaintiff (or the promisee) from which the defendant (the promisor) or a stranger derives a benefit or advantage, or any labor, detriment, or inconvenience sustained by the plaintiff, however small, if such act is performed or inconvenience suffered by the plaintiff by the consent, express or implied, of the defendant. 3 Scott, 250.

A benefit to the promisor, or a loss or detriment to the promisee. Harris v. Johnson, 75 Wash. 291, 134 P. 1048, 1050; Fowler v. Smith, 24 Ohio App. 324, 156 N.E. 913, 914.

Or benefit to a third party. Wellshire Land Co. v. City and County of Denver, 103 Colo. 416, 87 P.2d 1.

But nothing is “consideration” that is not regarded as such by both parties. Michael v. Holland, 111 Ind. App. 34, 40 N.E. 2D 362, 365.

Some right, interest gain, advantage, benefit or profit to one party, usually the promisor, or some forbearance, detriment, prejudice, inconvenience, disadvantage, loss or responsibility, act or service given, suffered or undertaken by the promisee. Exum v. Lynch, 125 S.E. 15, 17, 188 N.C. 392; Furman University v. Waller, 117 S.E. 356, 358, 124

S.C. 68, 363 A.L.R. 615; Robinson v. Oliver, 156 N.Y.S. 896, 898. 171 App. Div. 349; L.R. 10 Ex. 162; Train v. Gold, 5 Pick. (Mass.) 380; Bankers Trust Co. v. Economy Coal Co., 224 Iowa 36, 276 N.W. 16, 20.

Failure of Consideration – Black's Law 4th Edition:

As applied to notes, contracts, conveyances, etc., this term does not mean a want of consideration, but implies that a consideration, originally existing and good, has since become worthless or has ceased to exist or been extinguished, partially or entirely. Shirk v. Neible, 156 Ind. 66, 59 N.E. 281. 83 Am. St. Rep. 150; Williamson v. Cline, 40 W.Va. 194, 20 S.E. 920.

It means that sufficient consideration was contemplated by the parties at the time the contract was entered into, but either on account of some innate defect in the thing to be given or non-performance in whole or in part of that which the promisee agreed to do or forbear, nothing of value can be or is received by the promisee. Holcomb v. Long Beach Inv. Co., 129 Cal. App. 285, 19 P. 2d 31, 36.

“Failure of consideration” is in fact simply a want of consideration. Farrell v. Third Nat. Bank, 20 Tenn. App. 540, 101 S.W. 2D 158, 163.

“Want of consideration” embraces transactions or instances where no consideration was intended to pass while “failure of consideration” implies that a valuable consideration moving from obligee to obligor was contemplated. In re Conrad's Estate, 333 Pa. 561, 3A. 2D 697, 699; Rauschenbach v. McDaniel's Estate, 122 W.Va. 632, 111 S.E. 2D 852, 854.

There is “want of consideration” when nothing of value has ever been received, and “failure of consideration” where something of value was originally received which has since lost its value. Columbia Restaurant v. Sadnovick, La. App., 157 So. 280, 282.

Tender – Black's Law 4th Edition:

The offer of performance, not the performance itself, and, when unjustifiably refused, places the other party in default and permits party making tender to exercise remedies for breach of contract. Walker v. Houston, 215 Cal. 742, 12 P. 2d 952, 953, 87 A.L.R. 937.

Fraud – Black's Law 4th Edition:

A generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated. Johnson v. McDonald, 170 Okl. 117, 39 P. 2d 150.

“Bad faith” and “fraud” are synonymous, and also synonyms of dishonesty, infidelity, faithlessness, perfidy, unfairness, etc. Joiner v. Joiner, Tex. Civ. App., 87 S.W. 2D 903, 914, 915.

And includes anything calculated to deceive, whether it be a single act of a combination of circumstances, whether the suppression of truth or the suggestion of what is false, whether it be by direct falsehood or by innuendo, by speech or by silence, by word of mouth, or by look or gesture. People v. Gilmore, 345 Ill. 28, 177 N.E. 710, 717.

Fraud, as applied to contracts, is the cause of an error bearing on a material part of the contract, created or continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an inconvenience, or loss to the other. Civil Code La. Art. 1847. Strauss French Piano & Organ Co. v. Gibbon, Tex. Civ. App., 180 S.W. 1185, 1187.

Fraud is either actual or constructive. Actual fraud consists in deceit, artifice, trick, design, some direct and active operation of the mind; it includes cases of the intentional and successful employment of any cunning, deception or artifice used to circumvent or cheat another; it is something said, done or omitted by a person with the design of perpetrating what he knows to be a cheat or deception. Constructive fraud consists in any act of commission or omission contrary to legal or equitable duty, trust or confidence justly reposed, which is contrary to good conscience and operates to the injury of another. Or, as otherwise defined, it is an act, statement or omission which operates as a virtual fraud on an individual, or which, if generally permitted, would be prejudicial to the public welfare, and yet may have been unconnected with any selfish or evil design. Or, according to Story, constructive frauds are such acts or contracts as, though not originating in any actual evil design or contrivance to perpetrate a positive fraud or injury upon other persons, are yet, by the tendency to deceive or mislead other persons, or to violate private or public confidence, or to impair or injure the public interests, deemed equally reprehensible with actual fraud. 1 Story, Eq. Jur.

§ 258. Code Ga. 1882, § 3173 (Civ. Code 1910, § 4622; People v. Kelly, 35 Barb., N.Y., 457; Jackson v. Jackson, 47 Ga. 99; Massachusetts Ben. L. Ass'n v. Robinson, 104 Ga. 256, 30 S.E. 918, 42 L.R. A. 261; Allen v. United States Fidelity & Guaranty Co., 269 Ill 234, 109 N.E. 1035, 1038.

Justiciable Controversy – Black's Law 5th Edition:

A controversy in which a claim of right is asserted against one who has an interest in contesting it. A question as may properly come before a tribunal for a decision. *Duart Mfg. Co. v. Philad Co.*, D.C. Del., 30 F. Supp. 777, 779, 780.

Money – Black's Law 4th Edition:

In usual and ordinary acceptance it means gold, silver or paper money used as circulating medium of exchange. And does not embrace notes, bonds, evidences of debt or other personal or real estate. *Lane v. Railey*, 280 Ky. 319, 133 S.W. 2D 74, 79, 81.

Instrument – Black's Law 4th Edition:

A written document; a formal or legal document in writing, such as a contract, deed, will, bond or lease. *State v. Phillips*, 157 Ind. 481, 62 N.E. 12; *Cardenas v. Miller*, 108 Cal. 250, 39 P. 783, 49 Am. St. Rep. 84.

Negotiable Instrument – Black's Law 4th Edition:

Under the Uniform Negotiable Instruments Act, an instrument, to be negotiable, must be in writing and signed; must contain an unconditional promise or order to pay a certain sum of money on demand, or at a fixed and determinable future time; it must be payable to order or to bearer, and where it is addressed to the drawee, he must be named or otherwise indicated with reasonable certainty; its negotiability is not affected by the fact that it is not dated, or that it bears a seal, or that it does not specify the value given or that any value was given.

Bond – Black's Law 4th Edition:

A certificate or evidence of a debt. *State v. Merchants Nat. Bank of Mobile*, 230 Ala. 661, 162 So. 270; *First State Bank of Kansas City v. Bone*, 122 Kan. 493, 252 P. 250, 254.

Section B – Laws and Statutes:

UCC 3-603 states: "If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is a discharge to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

Section C- Facts and Events:

1. I, Cristyn-Jeanette: Smith-Thomas am not a US Citizen and has taken the time to change my status to State Citizen/U.S. National as well as eliminate any and all voluntary employment status of the federal government as a "Withholding Agent" or ANY other capacity. I am a non-taxpayers. As such, there is no way to pull me into a statutory jurisdiction for a tribunal court as I am ONLY able to be judged by a jury of my peers and will never waive my right to a jury. Neither will I accept a lawyer as they are Officers of the Court. If you would like to take this matter any further, you can contact the Missouri Assembly for Common Law court and assemble a Grand Jury. I will not be seen or tried any further in a tribunal court of maritime law. As per the Constitution, I have a the right to a Grand Jury for any amount over \$20.
2. There is a trademark for my all caps Cestui Que Trust names "CRISTYN JEANETTE SMITH-THOMAS" and you are expressly forbidden from placing that on any documentation mailed to me. I will ONLY respond to communication expressly communicated to "cristyn-jeanette: smith-thomas, beneficiary" in all lower case with the hyphen, comma and colon – any communication without that EXPRESS title for my name will be returned to sender as incorrect address or name. "CRISTYN JEANETTE SMITH-THOMAS" or any other variation of my name will not be responded to. The use of my trust name without permission is slander of credit, a federal securities violation and may be met with a lien if done.
3. This court is involved in a "failure of consideration" on the account listed above and mentioned herein.
4. This court is involved in fraud as per the above definitions by knowing that all

debt is prepaid as per HJR 192. Charging a my trust while at the same time accepting secondary payments on the account by sending “bills” to “customers” to collect Federal Reserve Notes from them directly is fraud. There is also fraud in the way the money is created where the promissory note is a negotiable instrument traded or “sold” for Federal Reserve Notes and given back to the “customer” as if the money is coming from the bank and also given at interest, which violates *contract law* as well as *trust law* as the “customer” is the beneficiary in the transaction, then a reverse trust scam is used to flip the customer to a trustee without them knowing it.

5. I am aware of the fact this account has been “double-dipped” for every transaction using a 1099A form to access my Cestui Que Vie Trust. There may even be triple or more dipping happening as I am also aware since you have attached an insurance policy to the contract, declaring “default” also provides you with yet another avenue to reap Federal Reserve Notes for a third time.
6. I am going to ASSIST you in this “triple-dipping” scheme by enclosing a new 1099A form with one (1) part of the sheet filled out for Deutsche Bank National Trust Company for the above mentioned account. This is a negotiable instrument and will be monetized on the back to make it officially a negotiable instrument.
7. I don't mind the triple-dipping as long as the account is paid in full and this is marked PAID IN FULL.
8. Federal Reserve Notes are NOT money, as per the definition above. Federal Reserve Notes are negotiable debt instruments (bonds.) You cannot reject this negotiable instrument just because you “prefer” another negotiable instrument as per UCC 3-306 and the definition of “tender” above. If the 1099A form enclosed is not accepted then this account is instantly discharged and you should send the 1099A form back to me to be destroyed. As per the definition of negotiable instrument above, one individual 1099A slip will be signed (monetized) on the back. If you keep the 1099A form, I will assume you are cashing it, if you send the 1099A form back to me, then the debt will be discharged without payment as my negotiable instrument has been unjustifiably rejected.

Section D – Conditions for Acceptance

1. Please accept the enclosed 1099A sheet (1 total submission – 2 are void) and mark this account as PAID IN FULL. If the person reading this is unfamiliar with how to cash the negotiable instruments I have sent, you should find someone who knows how to do this. You will need the 1099OID, 1040V, 1096 and 8888 forms (8888 is for direct deposit rather than check and allows you to get your money much faster.)

IF THE 1099A IS ACCEPTED THAT IS ALL THE CONDITIONAL ACCEPTANCE REQUIRES.

IF IT IS NOT ACCEPTED

THIS WILL BE THE FOLLOWING CONDITIONS OF ACCEPTANCE:

1. Please provide evidence of consideration, beyond any reasonable doubt, that you have provided as we both are aware, it is illegal for banks to lend money and therefore, no money was ever “loaned.”
2. Provide evidence showing, beyond a shadow of a doubt, that there is no “want of consideration” as regards to this account.
3. Provide evidence and proof as to how exactly this money was created as well as what fund or pool the funds came from that show it was a legal and correct source of funds.
4. Provide the 1099 that was filed with the IRS *which is required* whenever a transaction of this nature is initiated and executed.

** Please have all the above points sent back as a *notarized Affidavit of Truth* by an individual human, swearing under oath to the truth and accuracy of each point stated above.

AGAIN, IF THE 1099A FORM IS ACCEPTED AND THE ACCOUNT IS MARKED PAID IN FULL, THEN POINTS 1-4 ARE IRRELEVANT AND CAN BE IGNORED IN ORDER TO COMPLETE THIS CONTRACT.

Section E – Limitations of Time

From the point of signature of receipt of this Conditional Acceptance, as per the postal code listed above, I will give you 30 days. If no response is given, please send a receipt showing the account PAID IN FULL for the entire amount. AGAIN, I AM PERMITTING DOUBLE AND TRIPLE-DIPPING.

If additional time is needed, please do not hesitate to request additional time via email to heather-thomas
heathermaethomas1974@gmail.com. My approval will need to be IN WRITING to be considered an official extension of time (either via email or via letter.)

AVOUCHMENT

I, Cristyn-Smith of America, do hereby avow that based upon my firsthand knowledge and information relayed to me from research, this "Conditional Acceptance," is true, accurate and correct to the best of my knowledge, information and belief and conveys the conditions set forth as intended by myself.

Cristyn-Jeanette: Smith-Thomas, BENE

Conditional Acceptance – Cristyn-Jeanette: Family of Smith-Thomas,
beneficiary

new mexico-
state : av.
county of bernalillo :

Subscribed and sworn to before me this April Month: 5 Day: 2024: Current Era.

My commission expires: March 5 2027

Notary Public Written Signature

SEAL

STATE OF NEW MEXICO
NOTARY PUBLIC
ERIC QUIARTE
COMMISSION NUMBER 1139871
EXPIRATION DATE 03-06-2027

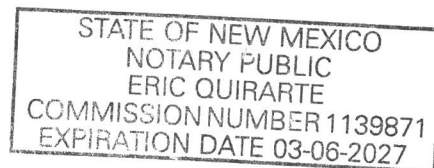
CERTIFICATE OF SUBSCRIBING WITNESS

state of New Mexico)
) ss.:
county of Bernalillo)

On the 5 day of April in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared CRISTYN JEANETTE SMITH-THOMAS, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that she reside(s) in Albuquerque, New Mexico she, CRISTYN JEANETTE SMITH- THOMAS to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said CRISTYN JEANETTE SMITH- THOMAS execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness there to.

Subscribed and sworn to before me this April Month: 5 Day: 2024: Current Era.
My commission expires: March 6 2027 EA
Notary Public Written Signature

seal



RELEASE OF PERSONAL PROPERTY FROM ESCROW

Whereas Cristyn Jeanette Smith Thomas
Cristyn Jeanette Smith, of C/O 2808 Central Avenue SE, by a bond
(Name) (Place of Residence)
for the performance of U.S. Government Contract Number 2780,
became a surety for the complete and successful performance of said contract, and Whereas said
surety has placed certain personal property in escrow

in Account Number D-202-CR-2024-00927, D-202-PD-2024-00371 on deposit
at BERNALILLO COUNTY METROPOLITAN COURT
(Name of Financial Institution)

located at ALBUQUERQUE, NM, and
(Address of Financial Institution)

Whereas I, _____, being a duly authorized
representative of the United States government as a warranted contracting officer, have determined
that retention in escrow of the following property is no longer required to ensure further performance
of the said Government contract or satisfaction of claims arising therefrom:

and

Whereas the surety remains liable to the United States Government for the continued performance of
the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow the
property listed above, and directs the custodian of the aforementioned escrow account to deliver the
listed property to the surety. If the listed property comprises the whole of the property placed in
escrow in the aforementioned escrow account, the Government further directs the custodian to close
the account and to return all property therein to the surety, along with any interest accruing which
remains after the deduction of any fees lawfully owed to

(Name of Financial Institution)

[Date]

[Signature]

Seal

Office of the Minnesota Secretary of State

Certificate of Assumed Name

Minnesota Statutes, Chapter 333



The filing of an assumed name does not provide a user with exclusive rights to that name. The filing is required for consumer protection in order to enable customers to be able to identify the true owner of a business.

ASSUMED NAME: CRISTYN JEANETTE SMITH

PRINCIPAL PLACE OF BUSINESS: c/o 2808 Central Avenue SE c/o 1 CR 37 Box 928 Alcalde New Mexico [87106] United States of America

APPLICANT(S):

Name:	Address:
Smith, Cristyn Jeanette	c/o 2808 Central Avenue SE Albuquerque New Mexico [87106] United States of America
CRISTYN JEANETTE SMITH	C/O 2808 Central Avenue SE Albuquerque New Mexico 00000 United States of America
:Heather-Mae :Thomas., Statutory Agent	c/o P O Box 928 Alcalde New Mexico [87511] United States of America
:Cristyn-Jeanette :Smith., Statutory Agent	c/o 2808 Central Avenue SE Albuquerque New Mexico [87106] United States of America
:Cristyn-Jeanette :Smith, Beneficiary	c/o 2808 Central Avenue SE Albuquerque New Mexico [87106] United States of America
Smith Cristyn Jeanette	c/o 2808 Central Avenue SE Albuquerque New Mexico [87106] United States of America
Smith-Jeanette Cristyn, Beneficiary	c/o 2808 Central Avenue SE Albuquerque New Mexico [87106] United States of America

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: :Cristyn-Jeanette: Smith, Beneficiary

MAILING ADDRESS: c/o P O Box 928 Alcalde New Mexico [87106]

EMAIL FOR OFFICIAL NOTICES: heathermaethomas1974@gmail.com



Work Item 1465908100026
Original File Number 1465908100026

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
03/26/2024 11:59 PM

A handwritten signature in cursive script that reads "Steve Simon".

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State

Certificate of Assumed Name

Minnesota Statutes, Chapter 333

The filing of an assumed name does not provide a user with exclusive rights to that name. The filing is required for consumer protection in order to enable customers to be able to identify the true owner of a business.



ASSUMED NAME: 2808 Central Avenue SE Albuquerque, New Mexico [87106]

PRINCIPAL PLACE OF BUSINESS: C/O P O Box 928 Alcalde New Mexico [00000] United States of America

APPLICANT(S):

Name:	Address:
Cristyn Jeanette Smith	2808 Central Avenue SE Albuquerque NM 00000 United States
Cristyn Jeanette Smith-Thomas	2808 Central Avenue SE Albuquerque NM 00000 United States
:Cristyn-Jeanette :Smith-Thomas, Beneficiary	C/O 2808 Central Avenue SE Albuquerque New Mexico [87106] United States of America
:Cristyn-Jeanette :Smith-Thomas, Beneficiary	c/o 2808 Central Avenue SE Albuquerque NM [87106] United States of America
Cristyn-Jeanette Smith-Thomas	2808 Central Avenue SE Albuquerque NM [87106] United States

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: :Cristyn-Jeanette: Smith-Thomas, Beneficiary

MAILING ADDRESS: C/O P O Box 928 19 Private Drive 1027 Alcalde New Mexico [87511]

EMAIL FOR OFFICIAL NOTICES: heathermaethomas1974@gmail.com



Work Item 1468654000022
Original File Number 1468654000022

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
04/09/2024 11:59 PM

A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive, flowing style.

Steve Simon
Secretary of State

 An official website of the United States government [Here's how you know](#)



**FINANCIAL CRIMES
ENFORCEMENT NETWORK**

[MENU](#)

Submission Status Confirmation

SUBMISSION INFORMATION

Status	FILING SUCCESSFUL. You may download the transcript below.
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BOIR ID	50000001317469
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Submission Tracking ID	BOIRTnJGaWxqduJKnNsu 
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Received Timestamp (UTC)	2024-04-03T06:34:17Z
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Reporting Company FinCEN ID	2000-0065-3980
--	----------------

SUBMITTER INFORMATION

First name	Cristyn-Jeanette
-------------------	------------------

Last name	Smith-Thomas
------------------	--------------

E-mail address	heathermaethomas1974@gmail.com
-----------------------	--------------------------------

IMPORTANT! Before closing this page, we strongly recommend downloading your transcript below.

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**FINANCIAL CRIMES
ENFORCEMENT NETWORK**

Generated: 3/26/2024

FILING SUCCESSFUL - Beneficial Ownership Information Report (BOIR) Status

Submission Information	
Status	FILING SUCCESSFUL
BOIR ID	50000001199766
Submission Tracking ID	BOIRTqzh3Pl7Qx0MXc25
Received Timestamp (UTC)	2024-03-26T22:18:22Z
Reporting Company FinCEN ID	2000-0060-1637

Submitter Information	
First name	Smith Thomas
Last name	Cristyn Jeanette
E-mail address	heathermaethomas1974@gmail.com

Validation Information	
Code	Description
No validation errors	

Generated: 3/26/2024

#50000001199766 - Beneficial Ownership Information Report (BOIR) Transcript

Filing Information	
Type of filing	Initial report
Date prepared (assigned upon finalization)	03/26/2024

Reporting Company Information		Back to top
Request to receive FinCEN Identifier (FinCEN ID)	Checked	
Foreign pooled investment vehicle		
Reporting Company legal name	CRISTYN JEANETTE SMITH THOMAS	
Alternate name (e.g. trade name, DBA)		
Tax Identification type	SSN-ITIN	
Tax Identification number	58241776	
Country/Jurisdiction (if foreign tax ID only)		
Country/Jurisdiction of formation	United States	
State of formation	New Mexico	
Tribal jurisdiction of formation		
Name of the other Tribe		
State of first registration		
Tribal jurisdiction of first registration		
Name of the other Tribe		
Address (number, street, and apt. or suite no.)	C/O 2808 Central Avenue SE	
City	Albuquerque	
U.S. or U.S. Territory	United States	
State	New Mexico	
ZIP Code	87106	
Existing Reporting Company		

Generated: 3/26/2024

#50000001199766 - Beneficial Ownership Information Report (BOIR) Transcript

Company Applicant Information		Back to top
FinCEN ID		
Individual's last name	Cristyn Jeanette	
First name	Smith Thomas	
Middle name		
Suffix		
Date of birth	03/15/1988	
Address type	Business address	
Address (number, street, and apt. or suite no.)	C/O [REDACTED] [REDACTED] St	
City	Albuquerque	
Country/Jurisdiction	United States	
State	New Mexico	
ZIP/Foreign postal code	[REDACTED]	
Identifying document type	State/local/tribe-issued ID	
Identifying document number	50123456	
Country/Jurisdiction	United States	
State	New Mexico	
Local/tribal		
Other local/Tribal description		
Identifying document image	Cristyn id.pdf	

Generated: 3/26/2024

#50000001199766 - Beneficial Ownership Information Report (BOIR) Transcript

Beneficial Owner Information		Back to top
Parent/Guardian information instead of minor child		
FinCEN ID		
Exempt entity		
Individuals's last name or entity's legal name	Cristyn Jeanette	
First name	Smith Thomas	
Middle name		
Suffix		
Date of birth	02/10/1989	
Address (number, street, and apt. or suite no.)	C/O P O Box 928	
City	Alcalde	
Country/Jurisdiction	United States	
State	New Mexico	
ZIP/Foreign postal code	87115	
Identifying document type	State/local/tribe-issued ID	
Identifying document number	50000001199766	
Country/Jurisdiction	United States	
State	New Mexico	
Local/tribal		
Other local/Tribal description		
Identifying document image	Cristyn id.pdf	

AO 120 (Rev. 08/10)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court _____ on the following

☐ Trademarks or ☐ Patents. (☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT
PLAINTIFF		DEFENDANT
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 <i>BOIR ID 50000001199766</i>	<i>3/26/2024</i>	<i>:Cristyn-Jeanette:Smith-Thomas</i>
2		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1			
2			
3			
4			
5			

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK	(BY) DEPUTY CLERK	DATE
-------	-------------------	------

Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

Certified Mail Number: 7021 0950 0002 0435 5485

To:
ATTENTION: C.F.O. of
United States State of New Mexico
SECOND JUDICIAL COURT
Respondent / LIBELLE

From:
:Cristyn-Jeanette: Smith-Thomas
C/o 2808 Central Avenue SE
Albuquerque, New Mexico, nearby [00000]
non-domestic

Libellant

April 8, 2024

CEASE AND DESIST NOTICE

Dear Mr. / Ms. Court Official:

Throughout the time frame of March 23rd, 2024 to the present day, your company has repeatedly violated my Constitutional Rights, claiming that I owe a debt under CRISTYN JEANETTE SMITH case no. D-202-CR-2024-00927. I do not believe that I owe this debt, and I have disputed it and allowed you appropriate time to show evidence of this debt to be valid, but you have disregarded these repeated requests to validate the debt.

Such conduct from your company has caused me to suffer severe humiliation and embarrassment, emotional distress, and physical trauma. You have violated 18 U.S.C. § 241 & 242.

I demand that you cease and desist of this activity immediately from your receipt of this Notice. This includes eliminating my account from your records, discontinuing and retracting reports to any and all credit reporting bureaus, and ceasing any and all communications to me by mail and otherwise. If action is not taken by you to **cease and desist** within the given time frame, I will have no choice but to take appropriate legal action against your firm. I may still choose to prosecute for commercial copyright infringement for which your company is hereby liable.

Kindly govern yourself accordingly.

Respectfully
Without Prejudice,

:Cristyn-Jeanette: Smith-Thomas, BENE
:Cristyn-Jeanette: Smith-Thomas, living soul
Secured Party Creditor, Sui Juris in Fact

DURABLE POWER OF ATTORNEY
HT-1001-PA

I, Cristyn Smith, residing at c/o 2808 Central Avenue SE, Albuquerque, New Mexico 87106, hereby appoint Heather Thomas of PO Box 928, Alcalde, New Mexico [87511] non-domestic, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

This Power of Attorney shall not be affected by my subsequent incapacity. I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any powers of attorney that are directly related to my health care that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

- a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.
 - b. Add, delete or change beneficiaries to any financial accounts I own including insurance policies, annuities, retirement accounts, payable on death savings or checking accounts or other investments,
 - c. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.
 - d. Perform any act necessary to sell, exchange, buy, invest or reinvest any funds used for any transactions in commodity trading accounts both domestic and foreign.
 - e. Have access to any safe deposit box that I might own, including its contents.
1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, certificates of deposit, and business accounts), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
 2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel;

3. Sell, exchange, buy, invest, or reinvest any recorded and unrecorded assets or real, personal or business property owned by me. Such assets or property may include income producing or non-income producing assets and real/personal/business and investment property now owned and hereafter acquired, now existing or ever located.
4. Purchase and/or maintain insurance and annuity contracts or, including life insurance and required bonds upon my life or the life of any other appropriate person.
5. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.
6. Enter into binding contracts on my behalf.
7. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.
8. Maintain and/or operate any business that I may now own or create in the future.
9. Employ any and all professional and business assistance as may be appropriate, including, but not limited to, attorneys, accountants, masters of business administration, financial planners, engineers, architects and real estate Agents.
10. Issue any and all required surety, indemnity, performance, bid and any other bonds required for conducting any personal, real property or business transactions.
11. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future
12. Prepare, sign, and file any documents with any public or private commercial body or agency, including, but not limited to, authorization to:
 - a. Prepare, sign and file any UCC notices with appropriate agencies as required.
 - b. Prepare, sign and file copies of all Notarial Claim Notices and subsequent Lien and Levy court presentments related to claim notices in seeking remedies against parties in dishonor.
 - c. Prepare, sign and mail all Accept for Value statements and related Money Orders thereto for any debts private or public my agent chooses to set aside or discharge.
 - d. Prepare, sign, mail or present any required Certified Promissory Notes or Bonded Promissory Notes.

- e. Prepare, sign and mail any required Bill of Exchanges.
 - f. Prepare and electronically transmit any required Electronic Fund Transfers.
 - g. Prepare, sign and mail or electronically submit any IRS forms for the capture and retrieval of any Original Issue Deposits allowed by law.
 - h. Prepare any and all applications and documents required for membership to the Depository Trust Company and prepare and submit any checks or drafts drawn against DTC accounts set up for payment access to the Principal's Treasury bond accounts.
13. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:
- a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.
 - b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.
 - c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving any benefits my Agent chooses for me to receive.
14. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any. The Agent acting under this instrument shall have the power or authority to (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, (b) exercise any powers of appointment I may hold in favor of such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, or (c) use any of my assets to discharge any of such Agent's legal obligations, including any obligations of support which such Agent may owe to others, including those whom I am legally obligated to support.
15. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is now in existence or may be created by me in the future.
16. To utilize my assets to fund a trust not created by me, but to which I have either

established a pattern of funding, or to fund a trust created by my Agent for my benefit or the benefit of my dependents, heirs or devisees upon the advice of a financial adviser.

17. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust that was created for my benefit or the benefit of my dependants, heirs or devisees. This shall include the creation, modification or revocation of any inter vivos, family living, irrevocable or revocable trusts.

18. Subject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate.

19. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

Any power or authority granted to my Agent under this document shall not be limited to preventing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent as determined solely by my Agent. My Agent shall be entitled to reimbursement of all expenses incurred as a result of carrying out any provision of this Power of Attorney.

in the Power of Attorney that may exist, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 28 MAR 2024

Signed:

:Cristyn-Jeanette:Smith-Thomas, Beneficiary
:Cristyn -Jeanette: Smith-Thomas, living soul ~~2525 2525 (2525 2525)~~

This document was prepared by:

:Heather-Mae: Thomas, ls
C/O P O Box 928
Alcalde, New Mexico
00000

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated 28 MARCH, 2024, at Albuquerque, New Mexico.

:Cristyn-Jeanette-Smith-Thomas, Beneficiary
SMITH, CRISTYN JEANETTE

WITNESS ATTESTATION

The foregoing power of attorney was, on the date written above, published and declared by SMITH, CRISTYN in our presence to be her power of attorney. We, in her presence and at her request, and in the presence of each other, have attested to the same and have signed our names below as attesting witnesses.

First Witness Signature: Cynthia-Jean: Bune, Beneficiary

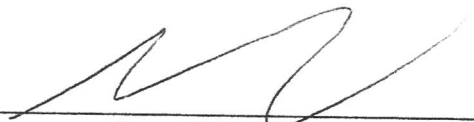
Name: Cynthia-Jean: Bune, Beneficiary

Second Witness Signature: [Signature]

Name: Gabriel Garcia

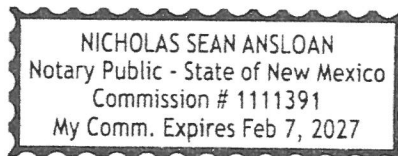
This document was acknowledged before me on March 28, 2024 by

Cristyn Jeanette Smith


(signature of notarial officer)

Nicholas Ansloan
(printed name)

My commission expires: Feb 7, 2027



EMAIL FOR OFFICIAL NOTICES: **heathermaethomas1974@gmail.com**

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

03/23/2024

OMB Control Number:
Expiration Date:

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

CRISTYN JEANETTE SMITH
C/O 2808 Central Avenue SE
Albuquerque, New Mexico 00000
near [87106]

TYPE OF ORGANIZATION ("X" one)

☒ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE
☐ CORPORATION ☐ OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.		Corporate Seal
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		Corporate Seal
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
	(Seal)	(Seal)			
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION		LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		